

77705

AG Contract No. KR96 2538TRN
ADOT ECS File No. JPA 96-173
Project: 999 SW 000 H 0893 01R
Section: Park and Ride, SR-51 and Shea Blvd.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PHOENIX

THIS AGREEMENT is entered into 10 April, 1997,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between
the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION
(the "State") and the CITY OF PHOENIX, acting by and through its MAYOR and CITY
COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by ordinance, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. In an effort to encourage alternative methods of public transportation, the State and the City desire to participate in establishing a "park & ride" facility in the vicinity of the southeast corner of 32nd Street and Shea Boulevard, as detailed on Attachment A, which is attached hereto and made part hereof. The State will provide a portion of the real property and the City will construct the parking facility and other amenities.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. <u>21486</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>04/10/97</u>
<u><i>Gene Lee Hull</i></u> Secretary of State
By <u><i>Vicky Huenevoel</i></u>

II. SCOPE

1. The State will:

a. As part of a joint project, provide the City use of the real property as described in attachment A for as long as the property is utilized as a park and ride facility.

b. Review City development plans, specifications, engineering and such documents necessary to construct the Park and Ride facility, and provide comments to the City as appropriate.

c. Retain ownership of the real property.

2. The City will:

a. Provide plans, specifications, engineering and such other documents and services required to construct the park and ride facility. Incorporate State review comments.

b. Call for bids and award one (1) or more construction contract(s) for the facility. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation.

c. Upon completion, approve and accept the park and ride facility

d. Be responsible for the operation and maintenance of the park and ride facility and all costs associated therewith, including, but not limited to, utility costs such as electrical energy, water, etc.

e. Ensure that State owned land is not used for any purpose other than a park and ride facility.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for nine (9) successive periods of five (5) years unless the City uses the premises for other than a Park and Ride Facility. The effective period of this agreement may be shortened or extended by mutual consent of the parties hereto.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. If the City constructs or causes to be constructed a commercial enterprise that generates revenue that exceeds an amount necessary to defray the costs of construction and maintenance of the park and ride facility, then the State will be entitled to forty nine (49) per cent of the excess revenue, which percentage represents the State's contribution to the overall facility.

7. Neither party may assign their rights and obligations under this agreement without the prior written consent of the other and any attempt to assign without such prior written consent shall be void. This requirement for prior written consent shall not apply to, and consent is hereby given to, an assignment made to a public entity who becomes a successor to the City in providing mass transit services to the public. Such public entity shall be bound by the terms and conditions of this agreement.

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

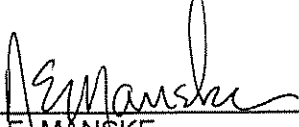
Department of Transportation
Right of Way Group
Property Management Section
205 South 17 Avenue, MD 612E
Phoenix, AZ 85007

City of Phoenix
Public Transit Department
302 N. 1st Ave., 7th Floor
Phoenix, AZ 85003-1564


Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.


CITY OF PHOENIX, a Municipal
Corporation, Frank Fairbanks, City Manager

By 
NEAL E. MANSKE
Director, Public Transit Department

STATE OF ARIZONA
Department of Transportation

By 
VICTOR MENDEZ
Deputy State Engineer

ATTEST

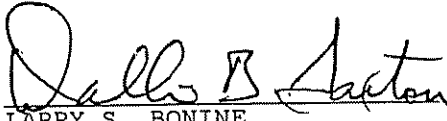
By 
VICKY MIEL
City Clerk

JPA 96-173

RESOLUTION

BE IT RESOLVED on this 14th day of November 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, enter into an agreement with the City of Phoenix to provide land on the Southwest Quadrant of SR 51 and Shea Boulevard on which the City will construct a Park and Ride facility.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.


for LARRY S. BONINE
Director

PROJECT: 051 MA 007 H2431 02R/600-2-607
SECTION: 26TH. - SHEA BLVD.
HIGHWAY: SQUAW PEAK
ROUTE: STATE ROUTE 51
DISPOSAL: D-M-57/L-1-310

That portion of Lots 3-6, 10-12, 17, 18, 33, 34 and 50 of SHEA PARK AMENDED as recorded in Book 174, Page 39, and of Lots 139 and 140, SHEA SHADOWS, Book 186, Page 21, records of Maricopa County, and of the West half of the Northwest quarter (W½NW¼) of Section 25, Township 3 North, Range 3 East, Gila and Salt River Meridian, Maricopa County, Arizona, and of North 33rd Street, East North Lane, East Cochise Road and East Beryl Lane and of the alleys which run between said Lots 5, 6, 139 and 140 and North of Lot 50, as shown on the plat of said SHEA PARK AMENDED, described as follows:

Commencing at the Northwest corner of said Section 25 (brass cap in a handhole);

thence along the North line of said Section 25, North 88°58'04" East 687.57 feet to a point located 1963.97 feet westerly of the North quarter corner of said Section 25 (brass cap in a handhole);

thence South 1°01'56" East 85.00 feet to the POINT OF BEGINNING on the existing easterly right of way line of 33rd Street;

thence North 88°58'04" East 42.02 feet;

thence South 45°55'27" East 43.72 feet;

thence South 4°27'37" West 201.00 feet;

thence South 10°08'35" West 35.61 feet to a point hereinafter referred to as Point "A";

thence continuing South 10°08'35" West 48.11 feet to a point hereinafter referred to as Point "B";

thence continuing South 10°08'35" West 14.20 feet;

thence South 8°59'47" West 240.88 feet;

thence along a curve to the Right, having a radius of 2522.87 feet, a length of 256.11 feet to a point hereinafter referred to as Point "C";

thence from a Local Tangent Bearing of South 14°48'46" West continuing along said curve to the Right, having a radius of 2522.87 feet, a length of 131.45 feet;

thence South 30°46'20" West 41.82 feet to a point hereinafter referred to as Point "D";

thence continuing South 30°46'20" West 349.81 feet;

thence South 89°00'40" West 101.04 feet;

thence North 1°36'42" West 35.00 feet;

thence North 89°00'40" East 51.32 feet along the North line of Lot 139, SHEA SHADOWS;

thence North 0°59'20" West 16.03 feet;

thence North 45°47'25" West 14.13 feet to the West line of Lot 6, SHEA PARK AMENDED;

thence along said West line, North 0°54'53" West 135.18 feet to the Northwest corner of said Lot 6;

thence along the North line of said Lot 6, North 86°27'13" East 80.13 feet to the Northeast corner thereof;

thence from a Local Tangent Bearing of North 3°32'47" West, along the East line of Lot 7 of said SHEA PARK AMENDED being a curve to the Right, having a radius of 45.00 feet, a length of 32.65 feet;

thence from a Local Tangent Bearing of North 38°01'41" East, continuing along the East line of said Lot 7 being a reverse curve to the Left, having a radius of 45.00 feet, a length of 30.59 feet;

thence continuing along the East line of said Lot 7 and its northerly extension, North 0°54'53" West 58.45 feet;

thence along the East line of Lot 8 of SHEA PARK AMENDED being a curve to the Left, having a radius of 45.00 feet, a length of 17.19 feet;

thence from a Local Tangent Bearing of North 22°47'45" West, along the East line of said Lot 8 and the southeasterly line of Lot 9 of SHEA PARK AMENDED being a reverse curve to the Right, having a radius of 45.00 feet, a length of 92.85 feet to the Southwest corner of Lot 10 of said SHEA PARK AMENDED;

thence along the West line of said Lot 10, North 4°39'40" West 107.72 feet to the Northwest corner thereof;

thence along the North line of said Lot 10 of said SHEA PARK AMENDED, North 88°27'04" East 74.00 feet to the Southwest corner of Lot 12 of said SHEA PARK AMENDED;

thence along the West line of said Lot 12, North 0°49'09" West 117.43 feet to the Northwest corner thereof;

thence North 8°15'31" East 50.63 feet to the Southwest corner of Lot 17 of said SHEA PARK AMENDED;

thence along the West line of said Lot 17, North 0°49'09" West 115.41 feet to the Northwest corner thereof;

thence along the North line of said Lot 17, North 89°10'51" East 12.30 feet to the Southwest corner of Lot 18 of said SHEA PARK AMENDED;

- thence along the West line of said Lot 18, North 2°02'39" West 116.34 feet to the Northwest corner thereof;

thence from a Local Tangent Bearing of North 87°57'21" East, along the North line of said Lot 18 being a curve to the Right, having a radius of 1225.00 feet, a length of 26.19 feet;

thence continuing along said North line and its easterly extension, North 89°10'51" East 111.97 feet to the East line of said 33rd Street;

thence along the East line of said 33rd Street, North 0°49'09" West 370.07 feet to the POINT OF BEGINNING.

There shall be no right or easement of access to or from State Route 51 (SQUAW PEAK FREEWAY), provided however, that access shall be permitted by way of the Shea Boulevard traffic interchange and provided further, that access to the Southbound side of said highway shall be permitted between Point "A" and Point "B" described above and also between Point "C" and Point "D" described above.

3.379 acres, more or less.

LJK:MS:1/21/97

CITY OF PHOENIX, ARIZONA
REQUEST FOR COUNCIL ACTION

Complete this form per O.P. 1.906 and A.R. 4.11.

ACTION Formal Action: Bid Award ___ License Application ___ Other ___
REQUESTED Ordinance X Resolution ___ Emergency Clause? N (Y/N)

SUBJECT DISTRICT 3 - INTERGOVERNMENTAL AGREEMENT WITH STATE TO ACCEPT A
LAND PARCEL FOR THE COMPLETION OF THE DREAMY DRAW PARK AND RIDE
LOT AT THE SQUAW PEAK FREEWAY AND SHEA BOULEVARD
(NOTE: Include the word DISTRICT or CITYWIDE in Subject.)

PREPARED BY Name: Diane Carroll Phone: 5-0418 WP Doc: dreamvdr.w61
Backup being sent under separate cover? (Y/N) ___

RECOMMENDED Department Name: Public Transit Department
BY Date Prepared: 12-18-96 Div. Approval: Al Villaverde
Req. Agenda Date: 1-15-97 Dept Approval: Neal E. Manske
If prepared for a different department:
Dept. Name/Approval: _____

BID AWARD/ Bid Bond Required? NA Performance Bond Required? NA
FORMAL ACTION Submitted By Low Bidder? NA Amount? \$NA
Contract Required? Y Requisition No. NA
Contract Amendment? NA Current Contract No: NA
Approved by: Ord. ___ FA ___ on Date: _____

BUDGET \$ To Be Encumbered? ___ (Y/N)
INFORMATION Fiscal Year? ___
Source of Funds: NO COST TO THE CITY
Index Code (s): _____
Subobject(s): _____

CITY MANAGER'S OFFICE

Approved by: Jack Teylin 1/7/97 C.M Control Number 61

CITY CLERK DEPARTMENT

RECORDS SECTION File Number: E-2766/4527/2484 RCA Number: 19468
Ordinance Number: S-24149 Resolution Number: _____
AGENDA ACTION This item was: Adopted
Contract Number (if applicable): 77705
Comments: _____

COUNCIL SUPPORT Agenda Date: 1/15/97 ITEM NUMBER: 57

*Public
Transit*

ORDINANCE NO. 24149

AN ORDINANCE AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) FOR THE USE OF A LAND PARCEL AS A PART OF THE DREAMY DRAW PARK-AND-RIDE LOCATED SOUTHWEST OF THE SQUAW PEAK PARKWAY AND SHEA BOULEVARD TRAFFIC INTERCHANGE.

WHEREAS, the City wishes to establish a Park-and-Ride facility for transit patrons near the intersection of the Squaw Peak Freeway and Shea Boulevard (same being more particularly described as being approximately ½ block south of Shea Boulevard at approximately 33rd Street adjacent to the west side of the Squaw Peak Freeway with the southern boundary being the extension of Cheryl Drive); and,

WHEREAS, the City owns a 3.6 acre parcel at that location and the State of Arizona owns an adjoining 3.4 acre remnant parcel left over from construction of the Squaw Peak Freeway; and,

WHEREAS, the State is willing to permit the City to use the State's 3.4 acre remnant parcel for a Park and Ride facility, at no cost to City, for a period of fifty (50) years with title to said parcel to remain in the State; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX as follows:

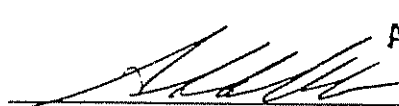
SECTION 1. That the City Manager, or his designee, be, and he is hereby, authorized to enter into an Intergovernmental Agreement with the State of Arizona Department of Transportation (ADOT) for the use of a parcel of State owned land as a part of the Park-And-Ride facility to be located southwest of the Squaw Peak Freeway and Shea Boulevard traffic interchange.

PASSED by the Council of the City of Phoenix this 11th day of January, 1997.



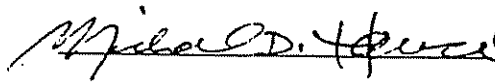
MAYOR

ATTEST:

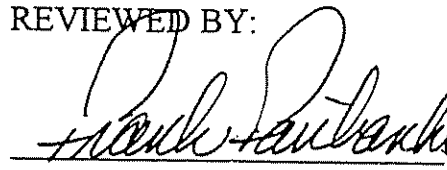


ACTING
City Clerk

APPROVED AS TO FORM:

 **ACTING**
City Attorney

REVIEWED BY:


City Manager

ASM.bjt::ODMA\SOFTSOL\311\FAPP\10328\0
C.M. #61 01/08/97




15 23 052
01/08/97

APPROVAL OF THE CITY OF PHOENIX ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF PHOENIX and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 20th day of February, 1997.

Michael D. Hesse
ACTING City Attorney 



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

GRANT WOODS
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR96-2538TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED April 7, 1997.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

SEPTEMBER 11, 1996 (REVISED 7/29/97)

PROJECT: 051 MA 007 H2431 02R/600-2-607
SECTION: 26TH ST. - SHEA BLVD.
HIGHWAY: SQUAW PEAK
ROUTE: S.R. 51
DISPOSAL: D-M-57/L-1-310

**THE LEGAL DESCRIPTION OF A NEW PARCEL OF LAND
CONSISTING OF TRACT 1 LESS THE SOUTH 135.09 FEET
THEREOF.**

That portion of the West half of the Northwest quarter (W1/2 NW1/4) of Section 25, Township 3 North, Range 3 East, Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

Commencing at the Northwest corner of said Section 25;

thence along the North line of said Section 25, said North line being coincident with the existing centerline of Shea Boulevard, North $88^{\circ} 58' 04''$ East, a distance of 687.57 feet to a point located 1963.97 feet westerly of the North quarter-corner (N. 1/4 cor.) of said Section 25:

thence South $01^{\circ} 01' 56''$ East, a distance of 85.00 feet to a point located on the existing easterly right of way of 33rd Street, said point being the **TRUE POINT OF BEGINNING**;

thence North $88^{\circ} 58' 04''$ East, a distance of 42.02 feet;

thence South $45^{\circ} 55' 27''$ East, a distance of 43.72 feet;

thence South $04^{\circ} 27' 37''$ West, a distance of 201.00 feet;

thence South $10^{\circ} 08' 35''$ West, a distance of 97.92 feet;

thence South $08^{\circ} 59' 47''$ West, a distance of 240.88 feet;

thence along a curve to the Right, having a radius of 2522.87 feet, a distance of 387.56 feet;

thence South $30^{\circ} 46' 20''$ West, a distance of 391.63 feet;

thence South $89^{\circ} 00' 40''$ West, a distance of 101.04 feet;

thence North $01^{\circ} 36' 42''$ West, a distance of 35 feet;

thence along the existing westerly right of way line of S.R. 51 (Squaw Peak Parkway)

the following Twenty (20) courses:

1. North $89^{\circ} 00' 40''$ East, a distance of 51.32 feet
2. North $00^{\circ} 59' 20''$ West, a distance of 16.03 feet
3. North $45^{\circ} 47' 25''$ West, a distance of 14.14 feet:
4. North $00^{\circ} 54' 53''$ West, a distance of 135.18 feet:
5. North $86^{\circ} 27' 13''$ East, a distance of 80.13 feet
6. From a Local Tangent Bearing of North $03^{\circ} 32' 47''$ West, along a curve to the right, having a radius of 45.00 feet, a distance of 32.65 feet
7. From a Local Tangent Bearing of North $38^{\circ} 01' 41''$ East, along a curve to the left, having a radius of 45.00 feet, a distance of 30.59 feet
8. North $00^{\circ} 54' 53''$ West, a distance of 58.45 feet:
9. Along a curve to the Left, having a radius of 45.00 feet, a distance of 17.19 feet

10. From a Local Tangent Bearing of North $22^{\circ} 47' 45''$ West, along a curve to the right, having a radius of 45.00 feet, a distance of 92.88 feet
11. North $04^{\circ} 39' 40''$ West, a distance of 107.72 feet:
12. North $88^{\circ} 27' 04''$ East, a distance of 74.00 feet
13. North $00^{\circ} 49' 09''$ West, a distance of 117.43 feet:
14. North $08^{\circ} 15' 31''$ East, a distance of 50.63 feet
15. North $00^{\circ} 49' 09''$ West, a distance of 115.41 feet:
16. North $89^{\circ} 10' 51''$ East, a distance of 12.30 feet
17. North $02^{\circ} 02' 39''$ West, a distance of 116.34 feet:
18. From a Local Tangent Bearing of North $87^{\circ} 57' 21''$ East, along a curve to the Right, having a radius of 1225.00 feet, a distance of 26.19 feet
19. North $89^{\circ} 10' 51''$ East, a distance of 111.98 feet
20. North $00^{\circ} 49' 09''$ West, a distance of 370.06 feet to the **TRUE POINT OF BEGINNING.**